

Exhibit “A(2)(C)”

ASSUMPTION OF LIABILITIES AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made as of _____, 2009, by and among Arena Football League, LLC, a Delaware limited liability company (“Assignor”), acting by and through Alex D. Moglia, its Chapter 11 Trustee, and _____, a _____ (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of _____, 2009 (the “Asset Purchase Agreement”) and the Sale Order, as defined therein; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement and by this Agreement, Assignor is selling, transferring, conveying, assigning and delivering the Assets, subject solely to the Assumed Liabilities and the provisions of the Asset Purchase Agreement and the Sale Order.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby assumes and agrees to pay, honor and discharge when due each of the Assumed Liabilities.

Notwithstanding anything to the contrary implied by the generality of the foregoing, Assignee shall assume no liabilities, debts or obligations whatsoever of Assignor other than the Assumed Liabilities and the Cure Costs; provided, however, Assignee shall indemnify, defend (with counsel reasonably satisfactory to Assignor) and save and hold Assignor and its successors and assigns harmless of, from and against any and all loss, damages, claims, actions, causes of action, liabilities, costs and expenses (including, without limitation, all tribunal costs and reasonable attorneys' fees) as Assignor may hereafter suffer or incur in connection with the Assumed Liabilities and/or Cure Costs.

The assumption by Assignee of the Assumed Liabilities shall not be construed to defeat, impair or limit in any way Assignee's rights or remedies to a good faith dispute of the validity or amount of any Liability as against any party other than Assignor.

In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, without reference to rules regarding conflicts of law.

All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Asset Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

ARENA FOOTBALL LEAGUE, LLC

By: _____

Name: Alex D. Moglia

Title: Chapter 11 Trustee

ASSIGNEE:

By: _____

Name: _____

Title: _____

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